

01/08/2019 12:48:33pm

Robert A. Higgins & Associates P.C.
8200 Camp Bowie West
Fort Worth, TX 76116

Bar Number: 24097232
Phone: (817) 924-9000

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re: **David Lee Epps, Sr.**
4358 Sahara Place
Fort Worth, TX 76115

xxx-xx-7680

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Case No: **18-44818-MXM-1:**Date: **12/3/2018**

Chapter 13

Jennifer Marcella Epps
4358 Sahara Place
Fort Worth, TX 76115

xxx-xx-6829

Debtor(s)

**DEBTOR'S(S') CHAPTER 13 PLAN
(CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☒ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☐ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: Variable
Plan Term: 60 months
Plan Base: \$65,400.00
Applicable Commitment Period: 60 months

Value of Non-exempt property per § 1325(a)(4): \$62.68
Monthly Disposable Income per § 1325(b)(2): \$0.00
Monthly Disposable Income x ACP ("UCP"): \$0.00

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Case No: 18-44818-MXM-13
 Debtor(s): **David Lee Epps, Sr.**
Jennifer Marcella Epps

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I
DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 7/1/17

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$1,090.00 per month, months 1 to 60.

For a total of \$65,400.00 (estimated "*Base Amount*").

First payment is due 1/2/2019.

The applicable commitment period ("*ACP*") is 60 months.

Monthly Disposable Income ("*DI*") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("*UCP*"), which is *DI* x *ACP*, as estimated by the *Debtor(s)*, shall be no less than:
\$0.00.

Debtor's(s) equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:
\$62.68.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>

- C. **ATTORNEY FEES:** To Robert A. Higgins & Associates, P.C., total: \$3,700.00;
\$80.00 Pre-petition; \$3,620.00 disbursed by the *Trustee*.

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 Jennifer Marcella Epps

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
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D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the Collateral to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
Santander Consumer USA Automobile	\$14,994.00	4.25%	Month(s) 3-60	\$289.00

B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
Citi Homestead	\$18,444.98	8.00%		Pro-Rata

The valuation of Collateral set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the Trustee's Recommendation Concerning Claims ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the Plan per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

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F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
Rooms To Go	Furniture	\$1,800.00

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Internal Revenue Service	\$1,893.43	Month(s) 1-38	Pro-Rata

I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: _____

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
Acceptance Now	\$1,842.00	
Ace Cash Express	\$1,300.00	
Ace Cash Express	\$300.00	
Ace Cash Express	\$800.00	
Ad Astra Recovery	\$1,342.00	
Ad Astra Recovery	\$1,647.00	
AMCA/American Medical Collection Agency	\$63.00	
Cash America	\$1,300.00	
Check N Go	\$2,000.00	
Check N Go	\$800.00	
Commonwealth Financial Systems	\$214.00	
Credit Systems International, Inc	\$87.00	
Credit Systems International, Inc	\$45.00	

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Credit Systems International, Inc	\$76.00
Credit Systems International, Inc	\$32.00
Credit Systems International, Inc	\$47.00
Credit Systems International, Inc	\$78.00
Credit Systems International, Inc	\$32.00
Credit Systems International, Inc	\$35.00
Credit Systems International, Inc	\$123.00
Credit Systems International, Inc	\$339.00
Credit Systems International, Inc	\$31.00
Credit Systems International, Inc	\$16.00
Credit Systems International, Inc	\$23.00
Credit Systems International, Inc	\$25.00
Credit Systems International, Inc	\$17.00
Credit Systems International, Inc	\$5.00
Credit Systems International, Inc	\$174.00
Credit Systems International, Inc	\$38.00
Credit Systems International, Inc	\$18.00
Credit Systems International, Inc	\$17.00
Credit Systems International, Inc	\$25.00
Credit Systems International, Inc	\$78.00
Credit Systems International, Inc	\$123.00
Credit Systems International, Inc	\$25.00
Credit Systems International, Inc	\$18.00
Credit Systems International, Inc	\$123.00
Credit Systems International, Inc	\$25.00
Credit Systems International, Inc	\$25.00
Debt Recovery Solution	\$137.00
EdFinancial Services	\$6,711.00
ERC/Enhanced Recovery Corp	\$2,627.00
Internal Revenue Service	\$157.66
Medicredit Inc.	\$2,194.00
MidAmerica Bank & Trust Company	\$237.00
National Credit Adjusters, LLC	\$1,333.00
National Credit Adjusters, LLC	\$2,775.00
National Credit Adjusters, LLC	\$577.00
Ovo Italiano	\$800.00
Professional Finance Company, Inc.	\$1,650.00
Speedy Cash	\$1,300.00
Speedy Cash	\$600.00
Sunrise Credit Services, Inc.	\$1,493.00
Synerprise Consulting Services, Inc	\$543.00
Texas Trust Credit Uni	\$447.00
Texas Trust Credit Uni	\$411.00
Texas Trust Credit Uni	\$352.00
Texas Trust Credit Uni	\$489.00

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TOTAL SCHEDULED UNSECURED: \$38,141.66

The Debtor(s)' estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 41%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Rooms To Go	Assumed	\$0.00		

SECTION II
DEBTOR'S(S) CHAPTER 13 PLAN - GENERAL PROVISIONS
 FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the Trustee shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The Trustee is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor(s)' Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the Trustee in the amount shown as "Disbursed By The Trustee" pursuant to this Plan and the Debtor(s)' Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition Mortgage Arrearage shall be paid by the Trustee in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the Plan on the allowed pre-petition Mortgage Arrearage amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the Trustee. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the Trustee as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The Current Post-Petition Mortgage Payment(s) indicated in Section I, Part D.(2) reflects what the Debtor(s) believe(s) is/are the periodic payment amounts owed to the Mortgage Lender as of the date of the filing of this Plan. Adjustment of the Plan Payment and Base Amount shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the Trustee for payment of the Debtor's Current Post-Petition Mortgage Payment(s) shall be deemed adequate protection to the creditor.

Upon completion of the Plan, Debtor(s) shall resume making the Current Post-Petition Mortgage Payments required by their contract on the due date following the date specified in the Trustee's records as the date through which the Trustee made the last Current Post-Petition Mortgage Payment.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a Conduit Debtor is current on his/her Plan Payments or the payment(s) due pursuant to any wage directive, the Mortgage Lender shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The Post-Petition Mortgage Arrearage shall be paid by the Trustee in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

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E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCH. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

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K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the AAPD.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

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Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

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Jennifer Marcella Epps

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

01/08/2019 12:48:34pm

Case No: 18-44818-MXM-13
Debtor(s): **David Lee Epps, Sr.**
Jennifer Marcella Epps

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Vince M. Vela

Vince M. Vela, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Vince M. Vela

Vince M. Vela, Debtor's(s') Counsel

24097232

State Bar Number

01/08/2019 12:48:34pm

Case No: 18-44818-MXM-13
 Debtor(s): **David Lee Epps, Sr.**
Jennifer Marcella Epps

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **8th day of January, 2019** :

(List each party served, specifying the name and address of each party)

Dated: **January 8, 2019**

/s/ Vince M. Vela

Vince M. Vela, Debtor's(s') Counsel

Acceptance Now
 xxxxxxxxxxxxxxxxxxxxx1410
 ATTN: AcceptanceNOW Customer
 Service / B
 5501 Headquarters Dr
 Plano, TX 75024

Cash America
 3740 Altamesa
 Fort Worth, TX 76133

Credit Systems International, Inc
 xxxxx3422
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Ace Cash Express
 112 E. Seminary Drive
 Fort Worth, TX 76115

Check N Go
 6400 McCart Ave Ste 104
 Fort Worth, TX 76133

Credit Systems International, Inc
 xxxxx3423
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Ace Cash Express
 6280 McCart Ave Ste 100
 Fort Worth, TX 76133

Citi
 xxx472-9
 P.O. Box 6243
 Sioux Falls, SD 57117-6243

Credit Systems International, Inc
 xxxxx1344
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Ad Astra Recovery
 xxx1143
 7330 West 33rd Street North
 Suite 118
 Wichita, KS 67205

Commonwealth Financial Systems
 xxxxxxx73N1
 Attn: Bankruptcy
 245 Main Street
 Dickson City, PA 18519

Credit Systems International, Inc
 xxxxx2707
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Ad Astra Recovery
 xxx6917
 7330 West 33rd Street North
 Suite 118
 Wichita, KS 67205

Credit Systems International, Inc
 xxxxx5154
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx6244
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

AMCA/American Medical Collection
 Agency
 xxxxxxxx7681
 Attention: Bankruptcy
 4 Westchester Plaza, Suite 110
 Elmsford, NY 10523

Credit Systems International, Inc
 xxxxx7009
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx4870
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

01/08/2019 12:48:34pm

Case No: 18-44818-MXM-13
 Debtor(s): **David Lee Epps, Sr.**
Jennifer Marcella Epps

Credit Systems International, Inc
 xxxxx0180
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx9978
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx4234
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx6243
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx9767
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx9979
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx9665
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx0917
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx3626
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx5199
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx5857
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx0657
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx0661
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx1187
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

David Lee Epps, Sr.
 4358 Sahara Place
 Fort Worth, TX 76115

Credit Systems International, Inc
 xxxxx8778
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx3300
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Debt Recovery Solution
 xxxxxxxxxxxxx9393
 Attn: Bankruptcy
 PO Box 9003
 Syosset, NY 11791

Credit Systems International, Inc
 xxxxx7842
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx5971
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

EdFinancial Services
 xxxxxxxxxxxxx1549
 Attn: Bankruptcy
 PO Box 36008
 Knoxville, TN 37930

Credit Systems International, Inc
 xxxxx3180
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

Credit Systems International, Inc
 xxxxx3892
 Attn: Bankruptcy
 PO Box 1088
 Arlington, TX 76004

ERC/Enhanced Recovery Corp
 xxxxx6477
 Attn: Bankruptcy
 8014 Bayberry Road
 Jacksonville, FL 32256

01/08/2019 12:48:34pm

Case No: 18-44818-MXM-13
Debtor(s): **David Lee Epps, Sr.**
Jennifer Marcella Epps

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101

Pam Bassel
7001 Blvd. 26, Suite 150
N. Richland Hills, TX 76180

Texas Trust Credit Uni
xxxxxxxxxxxx0300
1900 Country Club Lane
Mansfield, TX 76063

Internal Revenue Service
Special Procedures, RM 9A20
1100 Commerce Street 5024 DAL
Dallas, TX 75242

Professional Finance Company, Inc.
xxx7092
Attn: Bankruptcy
PO Box 1686
Greeley, CO 80632

Medicredit Inc.
xxxxx7302
PO Box 1629
Maryland Heights, MO 63043

Rooms To Go
4782 Hulen Park Dr
Fort Worth, TX 76132

MidAmerica Bank & Trust Company
xxxxxxxxxxxx9654
Attn: Bankruptcy
PO Box 400
Dixon, MO 65459

Santander Consumer USA
xxxxxxxxxxxx1000
Attn: Bankruptcy
PO Box 961245
Fort Worth, TX 76161

National Credit Adjusters, LLC
xxxxxx6450
327 W 4th Ave.
PO Box 3023
Hutchinson, KS 67504

Speedy Cash
800 E. Seminary
Fort Worth, TX 76115

National Credit Adjusters, LLC
xxxx2732
327 W 4th Ave.
PO Box 3023
Hutchinson, KS 67504

Sunrise Credit Services, Inc.
xxxxx1447
Attn: Bankruptcy
260 Airport Plaza
Farmingdale, NY 11735

National Credit Adjusters, LLC
xxxxxx5348
327 W 4th Ave.
PO Box 3023
Hutchinson, KS 67504

Synerprise Consulting Services, Inc
xxxx0380
Attn: Bankruptcy
5651 Broadmoor St
Mission, KS 66202

Ovo Italiano
4200 S. Freeway Ste #946
Fort Worth, TX 76115

Texas Trust Credit Uni
xxxxxx0203
1900 Country Club Lane
Mansfield, TX 76063

Label Matrix for local noticing
0539-4
Case 18-44818-mxm13
Northern District of Texas
Ft. Worth
Tue Jan 8 12:50:13 CST 2019

AMCA-American Medical Collection Agency
Attention: Bankruptcy
4 Westchester Plaza, Suite 110
Elmsford, NY 10523-1615

Ace Cash Express
6280 McCart Ave Ste 100
Fort Worth, TX 76133-4232

Check N Go
6400 McCart Ave Ste 104
Fort Worth, TX 76133-4753

Credit Systems International, Inc
Attn: Bankruptcy
PO Box 1088
Arlington, TX 76004-1088

EdFinancial Services
Attn: Bankruptcy
PO Box 36008
Knoxville, TN 37930-6008

Internal Revenue Service
Special Procedures, RM 9A20
1100 Commerce Street 5024 DAL
Dallas, TX 75242-1100

National Credit Adjusters, LLC
327 W 4th Ave.
PO Box 3023
Hutchinson, KS 67504-3023

Robert A. Higgins & Associates, P.C.
8200 Camp Bowie West Blvd.
Fort Worth, TX 76116-6321

Santander Consumer USA Inc.
P.O. Box 560284
Dallas Tx 75356-0284

Tarrant County
Linebarger Goggan Blair & Sampson, LLP
c/o Melissa L. Palo
2777 N. Stemmons Frwy
Suite 1000
Dallas, TX 75207-2328

Acceptance Now
ATTN: AcceptanceNOW Customer Service - B
5501 Headquarters Dr
Plano, TX 75024-5837

Ad Astra Recovery
7330 West 33rd Street North
Suite 118
Wichita, KS 67205-9370

Citi
P.O. Box 6243
Sioux Falls, SD 57117-6243

Debt Recovery Solution
Attn: Bankruptcy
PO Box 9003
Syosset, NY 11791-9003

Edfinancial on behalf of US Dept of Educatio
120 N Seven Oaks Drive
Knoxville, TN 37922-2359

Medicredit Inc.
PO Box 1629
Maryland Heights, MO 63043-0629

Ovo Italiano
4200 S. Freeway Ste #946
Fort Worth, TX 76115-1475

Rooms To Go
4782 Hulen Park Dr
Fort Worth, TX 76132-1300

Speedy Cash
800 E. Seminary
Fort Worth, TX 76115-2732

501 W. Tenth Street
Fort Worth, TX 76102-3637

Ace Cash Express
112 E. Seminary Drive
Fort Worth, TX 76115-2605

Cash America
3740 Altamesa
Fort Worth, TX 76133-5606

Commonwealth Financial Systems
Attn: Bankruptcy
245 Main Street
Dickson City, PA 18519-1641

ERC-Enhanced Recovery Corp
Attn: Bankruptcy
8014 Bayberry Road
Jacksonville, FL 32256-7412

Internal Revenue Service
Centalized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101-7346

MidAmerica Bank & Trust Company
Attn: Bankruptcy
PO Box 400
Dixon, MO 65459-0400

Professional Finance Company, Inc.
Attn: Bankruptcy
PO Box 1686
Greeley, CO 80632-1686

Santander Consumer USA
Attn: Bankruptcy
PO Box 961245
Fort Worth, TX 76161-0244

Sunrise Credit Services, Inc.
Attn: Bankruptcy
260 Airport Plaza
Farmingdale, NY 11735-4021

Synerprise Consulting Services, Inc
Attn: Bankruptcy
5651 Broadmoor St
Mission, KS 66202-2407

T Mobile/T-Mobile USA Inc
by American InfoSource as agent
PO Box 248848
Oklahoma City, OK 73124-8848

Tarrant County
Linebarger Goggan Blair & Sampson, LLP
Melissa L. Palo
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207-2328

Texas Trust Credit Uni
1900 Country Club Lane
Mansfield, TX 76063-2630

Texas Trust Credit Union
PO Box 2260
Mansfield, Texas 76063-0047

U.S. Department of Housing and Urban Develop
451 7th Street S.W.
Washington, DC 20410-0002

United States Trustee
1100 Commerce Street
Room 976
Dallas, TX 75242-0996

David Lee Epps Sr.
4358 Sahara Place
Ft. Worth, TX 76115-2828

Jennifer Marcella Epps
4358 Sahara Place
Ft. Worth, TX 76115-2828

Pam Bassel
7001 Blvd 26
Suite 150
North Richland Hills, TX 76180-8811

Vince Michael Vela
Robert A. Higgins & Associates, P.C.
8200 Camp Bowie West Boulevard
Fort Worth, TX 76116-6321

End of Label Matrix
Mailable recipients 40
Bypassed recipients 0
Total 40

01/08/2019 12:48:35pm

Robert A. Higgins & Associates P.C.
8200 Camp Bowie West
Fort Worth, TX 76116

Bar Number: 24097232
Phone: (817) 924-9000

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION
Revised 10/1/2016

IN RE: David Lee Epps, Sr.
4358 Sahara Place
Fort Worth, TX 76115

xxx-xx-7680

§
§
§
§
§

CASE NO: 18-44818-MXM-13

Jennifer Marcella Epps
4358 Sahara Place
Fort Worth, TX 76115

xxx-xx-6829

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS DATED: **12/3/2018**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	\$1,090.00	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$108.50	\$109.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$68.25	\$0.00
Subtotal Expenses/Fees	\$181.75	\$109.00
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$908.25	\$981.00

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Santander Consumer USA	Automobile	\$14,994.00	\$9,550.00	1.25%	\$119.38

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$119.38**

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
------	------------	------------	------------------	---------------------	----------------

Payments for Current Post-Petition Mortgage Payments (Conduit): **\$0.00**

01/08/2019 12:48:35pm

Case No: 18-44818-MXM-13
 Debtor(s): David Lee Epps, Sr.
 Jennifer Marcella Epps

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
------	------------	------------------	---------------------	--------------------------------	------------------------------------

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$0.00**

TOTAL PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$119.38
Debtor's Attorney, per mo:	\$788.87
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$119.38
Debtor's Attorney, per mo:	\$861.62
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$0.00

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 1/8/2019

/s/ Vince M. Vela
 Attorney for Debtor(s)